

## APPROVAL OF CONSENT AGENDA

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Will Allen, Redevelopment Administrator (954) 797-2093

**PREPARED BY:** Will Allen

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 1 District 2

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING AN AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND CALVIN, GIORDANO & ASSOCIATES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE. (\$44,561.92)

**REPORT IN BRIEF:** In an effort to reduce costs to the budget, the Davie CRA solicited proposals from private contracting firms to provide code enforcement services within the CRA area. This process followed the procurement processes of the Town of Davie. The RFP was approved by the Bid Specification Committee as B-09-118 and the committee has approved the selection of the firm of Calvin, Giordano & Associates to perform these services. The CRA Board approved the selection of Calvin, Giordano at their meeting of August 31, 2009. An agreement was prepared by CRA Attorney, Sue Delegal, to provide a scope of services to be provided and to provide the various terms of the agreement such as term of contract, amount of payment, insurance, default provisions, etc.

The CRA Board approved this agreement on August 31, 2009 and the Town Council is being requested to ratify the agreement. Since the CRA area is only 1104 acres it was determined that the officer would be employed three days a week or 24 hours per week. This can be increased if so desired by the CRA. This will result in a significant savings to the CRA. The cost of an inspector including a vehicle would be \$856.96 per week or \$44,561.92 annually. The cost of having a Town employee would have been \$85,797.34 for salary and benefits. Two firms submitted proposals for this work and Calvin, Giordano & Associates was a lower price and they have received glowing recommendations from other local communities for which they provide this type of service.

**CONCURRENCES:** Approved by CRA Board on Aug. 31, 2009.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$44,561.92

Account name and number: Contractual Services, 010-0405-515-0306

**RECOMMENDATION(S):** Motion to approve resolution

<b>Attachment(s):</b>	Resolution
	Agreement Between Calvin, Giordano & Associates, Inc. and
Davie CRA	
	Proposals Received From The Two Firms, Calvin and JAS
Consultants	

RESOLUTION NO. R-2009-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING AN AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND CALVIN, GIORDANO & ASSOCIATES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA is in need of code enforcement services; and

WHEREAS, the CRA, pursuant to a selection process utilizing Request for Proposals, selected the firm of Calvin, Giordano & Associates, Inc. to perform the aforementioned services as an independent contractor to the CRA; and

WHEREAS, Calvin, Giordano & Associates, Inc. performs these services for other governmental entities, and has offered to provide high-level services to the CRA for a reasonable cost, and

WHEREAS, the CRA and Contractor desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Code Enforcement Services will be provided by the Contractor.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie ratifies the Agreement between the Town of Davie Community Redevelopment Agency and Calvin Giordano & Associates, Inc.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2009.

**AGREEMENT FOR CODE ENFORCEMENT SERVICES**

**BETWEEN**

**TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY**

**AND**

**CALVIN, GIORDANO & ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic existing under Chapter 163, Part III, Florida Statutes (the "CRA"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

**WHEREAS**, the CRA is in need of code enforcement services ("Code Enforcement Services"); and

**WHEREAS**, the CRA, pursuant to a Request for Proposals, selected CONTRACTOR to perform the aforementioned services as an independent contractor to CRA; and

**WHEREAS**, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, and has offered to provide high-level services to the CRA for a reasonable cost; and

**WHEREAS**, the CRA and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Code Enforcement Services will be provided by the CONTRACTOR.

**NOW THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1. SCOPE OF SERVICES.**

The CONTRACTOR shall perform Code Enforcement Services within the jurisdictional boundaries of the CRA as follows:

- The CONTRACTOR shall provide one (1) state certified code enforcement officer ("Code Officer") for twenty four (24) hours per week; the CONTRACTOR shall notify the CRA Redevelopment Administrator as to the identity of the Code Officer and agrees to maintain, to the extent possible, continuity as to the individual so assigned. The Code Officer shall be an employee of the CONTRACTOR and shall not be a subconsultant, subcontractor,

or independent contractor engaged by the CONTRACTOR.

- The duties of the CONTRACTOR shall include, but not be limited to, inspection of property and taking all actions necessary to obtain compliance with the requirements of the Town of Davie code, such as the issuance of courtesy notices and warnings, notices of violation, and prosecution of cases before the Town's Code Enforcement Board and/or Special Magistrate.
- The days and hours shall be as determined and assigned by the CRA Redevelopment Administrator.
- The CONTRACTOR shall provide software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary.
- The CONTRACTOR shall perform any and all related services required by this position.
- The CONTRACTOR shall also provide a vehicle for the use of the Code Officer in connection with the services under this Agreement. At all times the vehicle is in use for services pursuant to this Agreement, the vehicle shall display identification of the Town of Davie CRA as approved by the CRA Redevelopment Administrator.
- In the sole discretion of the CRA and upon seven (7) days written notice to the CONTRACTOR, the services of the CONTRACTOR may be expanded to include up to 40 hours per week at the compensation provided in Section 2 below.

## **SECTION 2. FEES FOR SERVICES.**

2.1 The fees for Code Enforcement Services shall be \$30.29 per hour or \$726.96 per 24 hour week. In addition, the CRA shall compensate the CONTRACTOR \$130.00 per week for the use of the vehicle provided by the CONTRACTOR based on a 24 hour week.

2.2 The CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice, indicating each task performed, person performing the work and time allocated to each task.

2.3 The CRA shall pay the CONTRACTOR within thirty (30) calendar days of receipt of the CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of the CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

2.4 Notwithstanding any provisions of this Agreement to the contrary, the CRA may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on

account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by the CONTRACTOR. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the CRA, payment may be made. The amount withheld shall not be subject to payment of interest by the CRA.

2.5 In the event the CRA notifies the CONTRACTOR of an increase in the work week up to 40 hours, the hourly rate shall be increased to \$32.31 per hour not to exceed \$1,292.40 per week. The compensation for use of the CONTRACTOR's vehicle shall be \$150.00 per week.

2.6 Overtime in excess of 24 or 40 hours shall be compensated at the rate of \$61.20 per hour with a 3 hour minimum.

### SECTION 3. TERM/TERMINATION

3.1 TERM OF AGREEMENT- This Agreement shall commence on the date that this Agreement is approved is fully executed by both parties and shall continue in full force and effect unless and until it is terminated as provided below. The term of this Agreement shall be automatically renewed on an annual basis beginning October 1, 2010, unless the CONTRACTOR shall give written notice to the CRA of its intent to terminate no less than sixty (60) days prior to October 1 of any given year.

3.2 TERMINATION- Without Cause - This Agreement may be terminated by the CRA for any reason or no reason upon thirty (30) calendar days' written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of CRA up through the date of termination. Under no circumstances shall the CRA make payment for services that have not been performed.

3.3 TERMINATION - With Cause - This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the CRA, the CONTRACTOR shall indemnify the CRA against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR

3.4 TERMINATION- Transfer of Ownership - This Agreement may be terminated by the CRA upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. The CONTRACTOR shall notify the CRA Redevelopment Administrator at least ten (10) business days before any such change in ownership of the CONTRACTOR.

3.5 Upon termination, the CONTRACTOR shall turn over to the CRA all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the CRA and any replacement CONTRACTOR in the

transition.

3.6 If the CRA desires to hire CRA staff to perform any of the specific services contemplated herein, the CRA shall provide the CONTRACTOR with thirty (30) days written notice of the CRA's intent and the parties shall otherwise comply with paragraph 3.5 of this section.

#### **SECTION 4. DEFAULT**

4.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. The CONTRACTOR has not performed services on a timely basis;
- b. The CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. The CONTRACTOR has failed to obtain the approval of the CRA where required by this Agreement;
- d. The CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

4.2 In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the CRA may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the CRA within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the CRA's right to terminate, at any time, pursuant to Section 3 above, and its right for damages under Section 4.3.

4.3 In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

4.4 The CRA may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CRA. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CRA's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CRA in law or in equity.



## **SECTION 5. STATUS REPORTS AND UPDATES**

On or before the first day of every month, the CONTRACTOR shall prepare and deliver to the CRA Redevelopment Administrator status reports showing the status of all pending work authorizations and projects related to this Agreement.

## **SECTION 6. HOURS OF OPERATION**

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the CRA's business hours of 8 AM to 5 PM, on the days of the week directed by the CRA Redevelopment Administrator. Should a scheduled work day fall on a regularly scheduled holiday of the CRA, the CRA Redevelopment Administrator will assign the additional days and hours of the week to provide the required 24 hours of services by the CONTRACTOR. In the event, the CRA authorizes services for 40 hours per week, the parties will agree upon a schedule of holidays to be excepted.

## **SECTION 7. POLICY OF NON-DISCRIMINATION**

The CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. The CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

## **SECTION 8. DRUG FREE WORKPLACE**

The CONTRACTOR shall maintain a Drug Free Workplace.

## **SECTION 9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor under this Agreement. Personal services provided by the CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers or employees of the CRA. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONTRACTOR.

## **SECTION 10. ASSIGNMENT**

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by the CONTRACTOR, without the prior written consent of the CRA Redevelopment Administrator.

## **SECTION 11. CONFLICTS OF INTEREST**

11.1 The CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the CRA and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to the CONTRACTOR or of which the CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the CRA ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. The Contractor further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the CRA or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). The CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, the CONTRACTOR and/or its agents will immediately advise the CRA Redevelopment Administrator.

11.2 The CONTRACTOR shall not review or perform any services regarding any application made by any client of the CONTRACTOR, even if the services the CONTRACTOR performs for such client are unrelated to the CRA. In such instance, the CONTRACTOR shall disclose the relationship immediately to the CRA Redevelopment Administrator, who may retain an alternate CONTRACTOR for those services.

11.3 Neither the CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

11.4 The CONTRACTOR shall immediately notify the CRA if any public records are requested of the CONTRACTOR and/or if issues are discovered by the CONTRACTOR that may adversely impact the CRA.

11.5 The CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the CRA Administrator in the performance of services required pursuant to this Agreement.

## **SECTION 12. INDEMNIFICATION**

12.1 The CONTRACTOR shall indemnify, defend and hold harmless the Town of Davie and the CRA, its officials, appointed officers, agents, and employees, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or

destruction of tangible property or loss of use resulting therefrom, arising out of or connected with the performance of the CONTRACTOR's duties hereunder, its officials, agents, employees or subcontractors. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the Town of Davie or the CRA as set forth in Florida Statutes 768.28.

12.2 The CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 13, Insurance.

### **SECTION 13. INSURANCE**

13.1 The CONTRACTOR shall not commence work under this contract until the CONTRACTOR has obtained all insurances required pursuant to the Request for Proposal #B-08-xx. Proof of all insurance policies shall be approved by the CRA Redevelopment Administrator.

13.2 The CONTRACTOR shall at all times carry professional liability insurance, workers compensation insurance, commercial general liability insurance, and business auto liability insurance with the minimum policy limits outlined below:

- Workers' Compensation Insurance — as required by law.
- Employer's Liability Insurance - \$100,000.00 for each accident; \$500,000.00 disease (policy limit); and \$100,000.00 disease (each employee).
- Commercial General Liability Insurance - \$1,000,000.00 per occurrence Combined Single Limit for bodily injury and property damage liability. This shall include coverage for premises and/or operations, independent contractors and products and/or operations, broad form property damage, personal injury and contractual liability endorsement specifically insuring the hold harmless clause of the Agreement.
- Professional Liability Insurance — \$1,000,000.00 on a claims-made basis.
- Business Auto Liability Insurance - \$1,000,000.00 per occurrence, Combined Single Limit for bodily injury liability and property damage. This shall include coverage for owned vehicles, hired vehicles, and employee non-owned vehicles.

The CONTRACTOR must submit, prior to the effectiveness of this Agreement, a certificate of insurance naming the CRA and the Town of Davie as additional named insureds under the comprehensive general and business auto liability policies, with a waiver of subrogation on the Workers' Compensation and Employer's Liability Insurance policies, and providing deductibles for each coverage at amounts approved by the CRA Redevelopment Administrator. The CONTRACTOR shall be responsible for maintaining its professional liability insurance for a

minimum of five (5) years from the date of execution of this Agreement. Upon request of the CRA, the CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. The CONTRACTOR shall additionally notify the CRA, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$250,000 during the policy term. The CRA Redevelopment Administrator may require any other insurance coverage it deems necessary depending upon the exposures.

13.3 Certificates of insurance, reflecting evidence of the required insurance, additional named insureds, or waiver of subrogation, as applicable, shall be filed with the CRA Redevelopment Administrator or designee prior to the commencement of the work. These certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CRA. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the CRA Redevelopment Administrator.

13.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

#### **SECTION 14. REPRESENTATIVE OF CITY AND CONTRACTOR**

14.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CRA designates the CRA Redevelopment Administrator or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates \_\_\_\_\_ as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

14.2 The CRA Redevelopment Administrator shall have the right to require the CONTRACTOR to change any personnel assigned under this Agreement upon providing the CONTRACTOR with ten (10) days' written notice.

#### **SECTION 15. COSTS AND ATTORNEY'S FEES**

If either the CRA or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all such costs and expenses, included but not limited to, costs and reasonable attorney's fees.

#### **SECTION 16. NOTICES**

Whenever either party desires to give notice to the other, it must be given by written

notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

**FOR CONTRACTOR:** Dennis J. Giordano, President  
Calvin, Giordano & Associates, Inc.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Telephone: (954) 921-7791  
Facsimile: (954) 921-8807

**FOR CRA:** Will Allen, CRA Redevelopment Administrator  
Town of Davie Community Redevelopment Agency  
3921 S.W 47<sup>th</sup> Avenue  
Suite 1008  
Davie, Florida 33314  
Telephone No. (954) 797-2093  
Fax No. (954) 797-1200

With Copy to:

Susan F. Delegal, Esq.  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Telephone: (954) 764-7150  
Facsimile: (954) 764-7279

**SECTION 17. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE**

17.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

17.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of the CRA and the CRA shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONTRACTOR. The CRA shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

17.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the CRA. The CONTRACTOR shall not include in the data any copyrighted matter unless the CONTRACTOR obtains the written approval of the CRA Redevelopment Administrator and provides said CRA Redevelopment Administrator with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter in the manner provided herein.

17.4 If this Agreement is terminated for any reason prior to completion of the work, the CRA may, in its discretion, use any design and documents prepared hereunder.

#### **SECTION 18. COMPLIANCE WITH LAWS**

The CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

#### **SECTION 19. TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

#### **SECTION 20. OWNERSHIP OF DOCUMENTS**

The CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the CRA to the CONTRACTOR or which is otherwise obtained or prepared by the CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the CRA. The CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the CRA Redevelopment Administrator, which may be withheld or conditioned by the CRA Redevelopment Administrator in his sole discretion.

#### **SECTION 21. AUDIT AND INSPECTION RIGHTS**

21.1 The CRA may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Code Enforcement Services by the CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of the CONTRACTOR that are related to the CONTRACTOR's performance under this Agreement. The CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

21.2 The CRA may, at reasonable times during the term hereof, inspect the CONTRACTOR's facilities and perform such inspections, as the CRA deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Agreement conform to the terms of this Agreement. The CONTRACTOR shall make

available to the CRA all reasonable facilities and assistance to facilitate the performance of inspections by the the CRA's representatives.

## **SECTION 22. WARRANTIES OF CONTRACTOR**

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Code Enforcement Services.

## **SECTION 23. PUBLIC RECORDS**

The CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CRA contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the CRA and the public to all documents subject to disclosure under applicable law. The CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CRA.

## **SECTION 24. NO CONTINGENT FEES**

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the CRA shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **SECTION 25. GOVERNING LAW; CONSENT TO JURISDICTION**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida.

## **SECTION 26. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **SECTION 27. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation

shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **SECTION 28. BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

#### **SECTION 29. SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

#### **SECTION 30. ENTIRE AGREEMENT**

30.1 This Agreement and its attachments constitute the entire agreement between the CONTRACTOR and CRA, and all negotiations and oral understandings between the parties are merged herein,

30.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

#### **SECTION 31. WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

#### **SECTION 32. CONTENT OF THE REQUEST FOR PROPOSAL**

The content of relevant provisions of the Request for Proposal (RFP) are hereby incorporated by reference into this Agreement.

**AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY AND CALVIN, GIORDANO & ASSOCIATES, INC.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for Code Enforcement Services on the respective dates under each signature: Town of Davie Community



Redevelopment Agency, signing by and through its Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2009; and Dennis J. Giordano authorized to execute same.

**CRA**

Signed, Sealed and Witnessed  
In the Presence of:

**TOWN OF DAVIE COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Name of Witness Printed Above

By: \_\_\_\_\_  
Mark Engel, Chair

Attest:

\_\_\_\_\_  
Name of Witness Printed Above

By: \_\_\_\_\_  
Cheryl Ellett, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ on behalf of the TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY, [ ] who is personally known to me or [ ] who has produced a drivers license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

**CONTRACTOR**

Signed, Sealed and Witnessed  
In the Presence of:

**CALVIN, GIORDANO &  
ASSOCIATES, INC.**

\_\_\_\_\_  
Name of Witness Printed Above

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name of Witness Printed Above

STATE OF FLORIDA  
COUNTY OF BROWARD

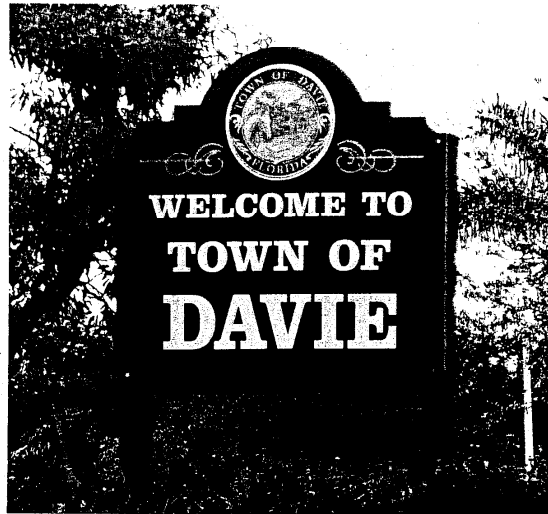
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ on behalf of CALVIN GIORDANO & ASSOCIATES, INC. [ ] who is personally known to me or [ ] who has produced a drivers license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC



TOWN OF DAVIE  
PURCHASING DIVISION, 6591 ORANGE DRIVE  
DAVIE, FLORIDA 33314

CRA Code Enforcement Services, B-09-118



DUE DATE: AUGUST 18, 2009 – TIME: 2:00 P.M.



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS

August 14, 2009

Herb Hyman, CPPO, CPPB, FCPM, FCPA  
Procurement Manager  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

**Re: CRA Code Enforcement Services, Proposal No.B-09-118**

Dear Mr. Hyman:

Calvin, Giordano & Associates, Inc. (CGA) is pleased to present our statement of qualifications to provide CRA Code Enforcement Services to the Town of Davie. CGA is a multi-disciplinary government services and consulting firm which has been actively serving Florida for over 70 years and has recently expanded into Georgia. Its approximate 200 members operate offices in Ft. Lauderdale, West Palm Beach, Orlando, Miami and Dunwoody, Georgia; delivering engineering, planning, surveying, urban design, IT, emergency management, building, and **code enforcement services**. Currently, CGA provides a variety of code enforcement services to the Cities of West Park and Weston, and the Town of Loxahatchee Groves; and we have recently completed assignments in both Sunny Isles Beach and Ocala. We have also provided our code enforcement software (INKForce) to numerous municipalities and companies including Miami-Dade County, City of Lauderhill in Broward County, Town of Lake Park in Palm Beach County, Prince George County in Virginia, and the City of Odessa in Texas.

If selected, CGA'S office located at 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316, will be the responsible office for this contract. Dennis J. Giordano will serve as the Principal-in-charge of the designated contract, and George Keller, AICP, Associate, Director of Governmental Services as the primary contact for the Town. He can be reached at [gkeller@calvin-giordano.com](mailto:gkeller@calvin-giordano.com), and by phone at (954) 921-7781.

Thank you for giving us the opportunity to submit our qualifications. We are committed to meeting the Town's goals for your Code Enforcement Services, and look forward to working with you in your efforts to improve the quality of life for the residents of the Town of Davie.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

Dennis J. Giordano  
President

Engineering  
Construction Engineering  
& Inspection  
Municipal Engineering  
Transportation Planning  
& Traffic Engineering  
Surveying & Mapping  
Planning  
Landscape Architecture  
& Environmental Services  
Construction Services  
Indoor Air Quality  
Data Technologies  
& Development  
Emergency Management  
Services  
Building Code Services  
Governmental Services

1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807

[www.calvin-giordano.com](http://www.calvin-giordano.com)

# Calvin, Giordano & Associates, Inc.



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# Calvin, Giordano & Associates, Inc.

## SECTION 1 QUALIFICATIONS AND EXPERIENCE (Applicable to this Proposal)



**Calvin, Giordano & Associates, Inc. (CGA)** is a multi-disciplinary firm that has been located in South Florida for over seventy (70) years. In 1937, the company started as a small, two-person surveying firm. By the mid-1970's, the services expanded to include engineering. Today, with approximately two hundred (200) employees, CGA provides a broad range of services, including planning, surveying, landscape architecture, geographic information systems (GIS), transportation engineering, environmental services, data technology, construction management, indoor air quality, emergency management, building, and code enforcement services.

Since its inception, CGA has served as professional consultant to various municipalities throughout South Florida including the Cities of Dania Beach, Hollywood, North Lauderdale, North Miami Beach, Pembroke Pines, Riviera Beach, Sunny Isles Beach and Weston, many of which have been repeat clients for more than ten (10) years.

### CODE ENFORCEMENT

CGA's Code Enforcement Department delivers essential and beneficial services that safeguard the quality of life in neighborhoods and communities we serve. Our Code enforcement officers address a broad range of issues that affect the environmental, health and safety, property values and general well being of the public. CGA believes that community preservation and improvement are the hallmark of a successful Code enforcement program.

Moreover, Code Enforcement service provides the resources and procedures for consistent, fair, and accurate administration, and enforcement of Property Maintenance Codes, Land Development Ordinances and Building Safety, among others. CGA is aware that the primary goal of Code Enforcement is to gain Voluntary Compliance. Educating the public is an inexpensive and effective means of doing so. CGA employs methods that are typically simple and straightforward, such as informal meetings, phone calls, hand outs, etc.

CGA also utilizes available technologies to streamline enforcement activities, reduce paperwork, while maintaining documentary evidence, maximize time in the field, and create an information gateway between the office and the public, which is crucial to efficient case management.

With an effective Code Enforcement Program a community can expect to see properties brought into compliance with Land Development Regulations, permits obtained when required, enforcement of property maintenance requirements, and a system designed to handle individual complaints, neighborhood concerns, as well as public outreach and education.

### SERVICE ENHANCEMENTS AND SUCCESS MEASURES

In its most fundamental description, code enforcement is simply a jurisdiction's method of ensuring that its own established and adopted community standards are complied with and given an opportunity to work as intended in real life circumstances. Gaining compliance with local citizens, property owners, and business through public information, education, outreach, effective communication skills, diplomatic negotiating, reasonable interpretation; and when necessary, formal enforcement and prosecution; are all key elements of successful code enforcement operation. In fact, effective code enforcement plays a vital role in a community's strategies and efforts to preserve, invest in, and enhance property conditions and values, manage the living environment, complete in economic development, and build the local tax base.

## Calvin, Giordano & Associates, Inc.

The more effective and successful a code enforcement operation is in a community; the less apparent, intrusive, and heavy handed it will appear. A history of well crafted and intended community standards pursued with an attitude of facilitating and assisting individuals in understanding the reasons for and benefits of the same, yields conditions and appearances which become self sustaining. To that effect we believe that our approach will lead to the following:

- Improved staff operating efficiencies
- Current, real time data availability to staff and public
- Shorter processing times to gain code compliance
- Improved customer service and education
- Data storage and record keeping automated
- Reduced complaints

The principle responsibility of local units of government is service delivery to its constituents. Any city's residents, property owners, business operators, and visitors are its customers; receiving a wide variety of services delivered. Certainly the breadth of the services, the level they are delivered at, and how they are actually disseminated can be a very difficult balancing act for any city. Code Enforcement, by its very nature, of working to gain people's compliance to a multitude of code requirements, can be one of the most challenging and least popular. Many times the most successful, expeditious, and least painful means of gaining compliance is based upon the best applied customer service skills, given a particular situation. Style over substance many times wins the issue, allowing people to do, what they are required to do, without it being overbearing or overt. The "carrot" vs. the "stick" approach is successful the vast majority of the time, for those remaining non-compliant, the formal prosecution path is then available. Customer services skills and delivery must be recognized and maintained as a high priority by all involved.

# Calvin, Giordano & Associates, Inc.

**GEORGE R. KELLER, JR., AICP**  
**Associate**  
**Director of Governmental Services**

## SUMMARY OF QUALIFICATIONS

Mr. Keller is an Associate with Calvin, Giordano & Associates, Inc. (CGA) and has been a member of its Management Team since 2005. As Director of Governmental Services he is responsible for managing a variety of public agency contracts, government relations, special projects, EOC representation, business development and internal CGA Quality Management. Prior to joining CGA, Mr. Keller also served as Regional District Manager for Severn Trent Services, engaged in the administration of special government districts in the state of Florida. Mr. Keller served for approximately twenty seven year in a variety of public administrator roles in local government, in the State of Florida.

## AREAS OF EXPERIENCE

### Administration

Mr. Keller was also a Member of Broward County's (\$2.5 billion plus budget/7,000 employees) Management Team, directing the Safety & Emergency Services Department (\$88 million budget/900 employees). Departmental operations included: Building Code Services, Zoning, Code Enforcement, Emergency Management, Telecommunications, Medical Examiner/Trauma Services, and Fire Rescue. He served as one of Broward County's Legislative Coordinators, EOC liaisons, and member of the County's E-Government Task Force. Additionally, he volunteered to serve in the creation of the Broward Emergency Support Team (BEST) providing professional field support to first responders. Mr. Keller has extensive Labor Relations experience representing the agency in arbitrations, mediations, negotiations, grievances and litigation.

Previously, Mr. Keller served as the City of Hollywood's Interim City Manager and Assistant City Manager. As a Member of the City of Hollywood senior management team, he was engaged in the overall operations of the municipality. As Director of the Department of Development Administration he managed all aspects of Land Use Planning, Real Estate Development, Building Construction, Engineering, Neighborhood Programs, and Capital Improvement Programs. He served as a member of the City's Emergency Response Team as well as the Post Disaster Recovery Department Director. As Assistant City Manager, Mr. Keller was responsible for: Growth Management, Economic Development, Annexation, Engineering, Public Works, Community Redevelopment Agency, and Neighborhood Improvement Programs. He served as representative and staff liaison to a variety of agencies, advisory boards and organizations at public meetings; and facilitated the implementation of quality development and growth of the tax base.

Mr. Keller administered the U.S. Department of Housing and Urban Development Community Development Program. Responsibilities included the management and evaluation of a multi-million dollar program engaging in neighborhood redevelopment and housing assistance. Specific projects included: public works/infrastructure, housing rehabilitation, new housing development and commercial revitalization. He coordinated directly with local, state and federal governments/agencies; private professional, technical and clerical staff. He also has extensive public relations involving the general public, intergovernmental coordination and the news media.

## EDUCATION

Master of Arts, with  
Teaching Certification

Urban Geography/Urban  
and Regional Planning  
University of Florida,  
Gainesville, Florida, 1978

Bachelor of Science, Urban  
Geography, with Honors  
University of Florida,  
Gainesville, Florida, 1976

Nova Southeastern  
University Law School  
Coursework, 1996

Florida Real Estate  
License (Inactive)

Florida Real Estate  
Appraisal Coursework

Professional Development  
Seminars/Continuing  
Education

## PROFESSIONAL MEMBERSHIPS

American Institute of  
Certified Planners (A.I.C.P.)

American Planning  
Association

## PROFESSIONAL ASSOCIATIONS

International City/County  
Manager's Association,  
20 Year Service Award

Hollywood Housing  
Authority, Board of  
Commissioners,  
1994-1997



## Calvin, Giordano & Associates, Inc.

George Keller, AICP, page 2

### Economic Development/Redevelopment

Mr. Keller managed the City of Hollywood's "City Business Center" created to promote economic and business development in the community by facilitating investment and building the tax base through all regulatory processes. He was a senior participant in the production of the City's Economic Development Strategic Plan, Urban Land Institute Downtown Plan and Visions 2000 Program. He served as Interim Director for both the Community Redevelopment Agency and Economic Development Advisory Board; and implemented electronic building plan review and permitting.

Mr. Keller developed local programs/ordinances engaged in downtown redevelopment, beach revitalization and neighborhood preservation. He participated in the production of RFP's and grant applications for consulting services and development projects. Mr. Keller was active in the preparation of economic development programming and annexation proposals to prospective owners.

### Budget and Financial Management

Prepared, submitted and managed annual operating and multi-year capital budgets for large, diverse departmental/municipal responsibilities. Identified and developed new and increased revenue sources; while increasing efficiencies/containment through process improvement and applied technology. Administered creative competitive grant applications and procurement from local, state and federal sources. Supported an aggressive posture for public agencies to pursue traditional private sector entrepreneurial opportunities and roles to generate revenue. Prepared program based budgets involving cost estimation and allocation, personnel evaluation and project scheduling. Production of a comprehensive scheme for neighborhood redevelopment and commercial revitalization. Represented City Management as a member of the Negotiating Team "at the table" with a variety of bargaining units. Evaluated and developed organizational systems and personnel utilization for productivity increase, cost benefit analysis, and quality control.

### Planning and Research

Mr. Keller has completed extensive research and projection of census data applied in developing funding proposals and targeting areas of benefit. Random sample surveying of populations to determine demographic bases, housing conditions and economic data. Development of statistical basis for multi-year plan of neighborhood redevelopment and housing assistance. Assessment of land use, development patterns, population trends, and services required.

Conducted site selection and property acquisition involved in the development of new housing and capital improvements. Developed and updated computerized mapping and data bases for various urban areas in Florida. Data bases are utilized in assimilating census information and increasing efficiency of service delivery systems.

### HONORS

- Cooperative Feeding Program Board of Directors
- 1990 Price Waterhouse/South Florida Business Journal "Up and Comers" Award
- Meritorious Service Award, City of Hollywood, 1999
- Leadership Hollywood Program Graduate
- Education Civic Institute Graduate
- The Hollywood Historical Society, Inc. Lifetime Member
- Juvenile Diabetes Foundation, American Heart Association Fundraisers

## Calvin, Giordano & Associates, Inc.

### **WILLIAM S. JOHNSON** Code Enforcement Director

#### SUMMARY OF QUALIFICATIONS

Mr. Johnson is the Director of Code Enforcement, a division of the Governmental Services Department with Calvin, Giordano & Associates, Inc. (CGA) since 2006. As Code Enforcement Director, he is responsible for managing all Code Enforcement Services contracts as it relate to operations and personnel. Prior to joining CGA, Mr. Johnson served as the Chief Zoning/Code Enforcement Division for the City of Dania Beach, Florida for 15 years.

#### PROJECT EXPERIENCE

Code Enforcement Supervisor, City of West Park, Florida (2006 to present). Mr. Johnson successfully implemented a Code Enforcement system with the emphasis on education and with the use of the CGA's created software system Ink Force. Mr. Johnson is also part of the City of West Park's Emergency Management Planning Team and its Adopt-A-Street Coordinator.

Chief Zoning/Code Enforcement Division Supervisor, City of Dania Beach, Florida (1990 to 2006). Mr. Johnson duties include managing the Code Enforcement Division and supervising four (4) code inspectors and four (4) administrative clerical employees. Also he performed administrative, supervisory and skilled technical work examining code and zoning plans and specifications, and coordinating and scheduling field inspections to determine compliance with all City zoning codes. Mr. Johnson was responsible for the comprehensive review of plans prior to the issuance of any permits and occupational licenses for both commercial and residential establishments and the field inspection thereof. A significant part of the job entailed discussions with contractors, builders, and owners regarding approval or disapproval of submitted plans for conformity with design and safety aspect requirements of the zoning code.

Code Enforcement Inspector, City of Dania Beach, Florida, Community Development Department, (1985 to 1990). Mr. Johnson was responsible for enforcing the City of Dania Beach code and ordinances. Mr. Johnson was also part of the City of Dania Beach Code Team which included the Building Official, Fire Marshall and the Broward Sheriff Office which was responsible for targeting the city's unsafe structures, particularly the drug/crack houses.

United States Air Force, (1982-1985). Mr. Johnson gained the rank of Staff Sergeant in charge of administrative duties for his unit.

#### EDUCATION

Golden Gate University,  
Attended 1982-1984

Florida Memorial University,  
Attended 1978-1979

David Lipscomb University,  
Attended 1977-1978

Hollywood Hills High  
School, Graduated 1977

#### PROFESSIONAL MEMBERSHIP

Florida Association of  
Code Enforcement  
(F.A.C.E.)

# Calvin, Giordano & Associates, Inc.

## WILLIAM M. DUBISKY Code Enforcement

### PROJECT EXPERIENCE

Code Enforcement officer, Calvin Giordano & Associates, Ft. Lauderdale, FL. (11/09 - Current). Responsible for the enforcement of local City ordinances for municipalities under contract to the company to include building codes, land use codes, occupational licenses, public nuisance, abandoned vehicles, zoning codes, housing codes, landscape codes and others as directed by the client. Initiated and performed proactive field investigations for non-compliance with city codes. Responded to, researched and investigated code-related complaints from citizens, businesses and staff in a manner that facilitated positive public relations. Prepared and provided notice specifying the violation and action to be taken to abate the violation conditions. Provided customer service and corresponded with violators, both verbally and/or in writing to provide information and explain remedial action alternatives. Documented and maintained records and detailed files on all cases and monitored activity on all ongoing cases. Conducted appropriate research and drafted reports, fact sheets, evaluations, conclusions, notices and other documentation for presentation to the a Special Magistrate. Presented cases and testified at hearings regarding case facts, conditions, findings and relevant code sections.

Code Enforcement Officer, City of Sunny Isles Beach, Sunny Isles Beach, FL., (5/08 - 7/08). Responsible for the enforcement of local City ordinances to include Building codes, land use codes, occupational licenses, public nuisance, abandoned vehicles, zoning codes, housing codes, landscape codes and others as directed by the city commission. Initiated and performed proactive field investigations for non-compliance with city codes. Responded to, researched and investigated code-related complaints from citizens, businesses and staff in a manner that facilitated positive public relations. Prepared and provided notice specifying the violation and action to be taken to abate the violation conditions. Provided customer service and corresponded with violators, both verbally and/or in writing to provide information and explain remedial action alternatives. Documented and maintained records and detailed files on all cases and monitored activity on all ongoing cases. Conducted appropriate research and drafted reports, fact sheets, evaluations, conclusions, notices and other documentation for presentation to the Code Enforcement Board and Special Magistrate. Presented cases and testified at hearings regarding case facts, conditions, findings and relevant code sections.

Code Enforcement Officer, Calvin Giordano & Associates, Ft. Lauderdale, FL., (11/07 - 5/08). Responsible for the enforcement of local City ordinances for municipalities under contract to the company to include building codes, land use codes, occupational licenses, public nuisance, abandoned vehicles, zoning codes, housing codes, landscape codes and others as directed by the client. Initiated and performed proactive field investigations for non-compliance with city codes. Responded to, researched and investigated code-related complaints from citizens, businesses and staff in a manner that facilitated positive public relations. Prepared and provided notice specifying the violation and action to be taken to abate the violation conditions. Provided customer service and corresponded with violators, both verbally and/or in writing to provide information and explain remedial action alternatives. Documented and maintained records and detailed files on all cases and monitored activity on all ongoing cases. Conducted appropriate research and drafted reports, fact sheets, evaluations, conclusions, notices and other documentation for presentation to the a Special Magistrate. Presented cases and testified at hearings regarding case facts, conditions, findings and relevant code sections.

### EDUCATION

City College of  
Fort Lauderdale:  
April, 1995

Associate of  
Science Degree,  
Investigative Services

Hialeah Senior High:  
April 1974, Diploma

### PROFESSIONAL REGISTRATION

American Institute of  
Certified Planners  
No. 116948

### CERTIFICATIONS

Broward Community  
College: 6/05

Institute of Public Safety  
Certificate of Achievement,  
Parking Enforcement  
Specialist and

Enforcement of Florida's  
Disabled Parking Laws

City of Ft. Lauderdale  
Police Academy: 11/00

Certificate of Achievement,  
Citizens Police Academy

University of Central  
Florida: 10/98 and 5/99

Florida Institute  
of Government

Florida Association  
of Code Enforcement

Level I, Fundamentals  
of Code Enforcement -  
Certification

Level II, Administrative  
Aspects of Code  
Enforcement - Certification

Gold Coast School of  
Construction: 8/98

Certificate of Completion,  
Home Inspections

## Calvin, Giordano & Associates, Inc.

William M. Dublaky, page 2

Code Enforcement Officer, City of Dania Beach, Dania Beach, FL. (11/98 - 3/06). Responsible for the enforcement of local City ordinances to include Building codes, land use codes, occupational licenses, public nuisance, abandoned vehicles, zoning codes, housing, landscape codes and others as directed by the city commission. Initiated and performed proactive field investigations for non-compliance with city codes. Responded to, researched and investigated code-related complaints from citizens, businesses and staff in a manner that facilitated positive public relations. Prepared and provided notice specifying the violation and action to be taken to abate the violation conditions. Provided customer service and corresponded with violators, both verbally and/or in writing to provide information and explain remedial action alternatives. Documented and maintained records and detailed files on all cases and monitored activity on all ongoing cases. Conducted appropriate research and drafted reports, fact sheets, evaluations, conclusions, notices and other documentation for presentation to the Code Enforcement Board and Special Magistrate. Presented cases and testified at hearings regarding case facts, conditions, findings and relevant code sections.

President/Owner, Federal Home Inspections, Inc., Ft. Lauderdale, FL. (2/96 - 10/98). Established and operated a Home Inspection company providing detailed inspections and reports to prospective home buyers and realtors.

Lead Inspector, State Farm Insurance, Winter Haven, FL. (11/94 - 01/96). Responsible for the accurate inspections, evaluation and documentation of findings of home-owners actual real property as identified by issued insurance policy. Managed and trained inspection teams to insure correct and accurate calculations as to size and value of property and the identifying of all potential liabilities.

Project Manager, Pittsburgh City Center, Pittsburgh, PA., (3/89 - 9/92). Responsible for insuring completion of diverse construction projects within time and budget constraints and to insure compliance with all architectural and regulatory guidelines. Managed projects which required direct supervision of employees and related sub-contractors. Responsibilities also included contract negotiation and reviews; estimating and construction draw request and approval.

# Calvin, Giordano & Associates, Inc.

## CAROL M. HAYWARD

Administrative Director, Permitting

### SUMMARY OF QUALIFICATIONS

Ms. Hayward has 20 years experience as an administrative/compliance specialist, including contract administration, legislative support, document management, code compliance and plan reviews. She serves as Administrative Director and Zoning Plan Reviewer for the City of Weston.

As Permit Administrator for the City of Weston, Ms. Hayward supervises all department functions. She is responsible for providing compliance reviews for submittals, tracking status, and coordinating inspection activity. Ms. Hayward oversees this process for Zoning, Engineering and Landscape permits. In addition to the permit process, Ms. Hayward maintains the City's Certified Arborist Registration, and provides support to the City's Code Enforcement department.

### EXPERIENCE

Permit Administrator, City of Weston, Florida. Responsible for all aspects of the permitting process including code enforcement. Oversees communication and coordination between City management and County Building Code staff, and residents.

Assistant to the Director of Transportation, Keith and Schnars, P.A. Assisted with day to day division operations, as well as provided support for expert witness cases. Reviewed and summarized legal documents, performed research and fact finding. Assisted with document production. Manually generated invoices for litigation cases. Oversaw proposal preparation, technical and cost, and contract documents. Coordinated with subconsultants regarding deliverables, cost estimates and invoicing procedures. Prepared task budgets. Prepared general correspondence as well as edited technical reports. Provided technical assistance to staff engineers.

Project Manager, FTI Corporation. Responsible for determining appropriate engineering personnel and other requirements in accordance with case issues and scope of work. Ensured that engineer had adequate assistance i.e., additional personnel, equipment, etc. Determined milestones and provided progress reports to client. Responsible for pricing, budgets, cost and expense management, invoice preparation. Designed presentations and training seminars for clients. Built client base by establishing relationships based on quality service, quality product, and ensuring that client was treated as an integral part of all project phases. Provided training to new personnel and consultants.

Research Assistant/Document Management. Assisted technical staff with research and information needs. Designed and maintained case related information databases. These databases provided the means for tracking all information related to a specific case, including photographs and correspondence. Responsibilities also included organizing and supervising production of reports based on the information in the databases, as well as photograph indexing. Oversaw document production requests. In response to large productions, organized and supervised additional staff, coordinated location and equipment requirements. Maintained client and in-house documents, including scanning, editing, coding, and databasing. Designed computer presentations of document system, and training for in-house staff and clients. Designed and programmed search routines for specific needs and trained client in using those routines.

### EDUCATION

Certificate Paralegal Studies, Anne Arundel Community College, Annapolis, Maryland

### PROFESSIONAL REGISTRATION

Certified Code Enforcement Officer No. 2721

International Code Council (ICC) Certified Permit Technician

Florida Association of Code Enforcement

(FACE), Level III Code Enforcement Certification

### PROFESSIONAL ASSOCIATIONS

Florida Association of Code Enforcement (FACE)

# Calvin, Giordano & Associates, Inc.

## SECTION 2 REFERENCES

**CONTACT:** Russell Benford, City Administrator  
City of West Park  
3150 SW 52nd Avenue  
Pembroke Park, Florida 33023  
**PHONE:** (954) 989-2688  
**FAX:** (954) 989-2684  
**EMAIL:** [rbenford@cityofwestpark.org](mailto:rbenford@cityofwestpark.org)

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**CONTACT:** John Flint, City Manager  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
**PHONE:** (954) 385-2000  
**FAX:** (954) 385-2010  
**EMAIL:** [jflint@westonfl.org](mailto:jflint@westonfl.org)

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**CONTACT:** Mathew Lippman, Town Clerk  
Town of Loxahatchee Groves  
14579 Southern Blvd, Suite 2  
Loxahatchee Groves, Florida 33470  
**PHONE:** (561) 793-2418  
**FAX:** (561) 793-2420  
**EMAIL:** [clerk@loxahatcheegroves.org](mailto:clerk@loxahatcheegroves.org)

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**CONTACT:** Marc Mondell, Director of Long Term Planning and Sustainability  
City of Ocala  
151 SE Osceola Avenue  
Ocala, Florida 34471  
**PHONE:** (352) 629-8401  
**FAX:** (352) 629-8391  
**EMAIL:** [ltps@ocalafl.org](mailto:ltps@ocalafl.org)

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**CONTACT:** Jorge Vera, Assistant City Manager  
City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
**PHONE:** (305) 947-0606, 1789  
**FAX:** (305) 792-1561  
**EMAIL:** [jvera@sibfl.net](mailto:jvera@sibfl.net)

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TOWN OF DAVIE CRA  
REQUEST FOR PROPOSALS FOR  
CRA CODE ENFORCEMENT SERVICES

Code Enforcement Officer—rate for up to 40 hours/week

\$ 32.31 /hr.      \$ 1292.40 /week

Cost of vehicle per week for 40 hours/week \$ 150.00

Code Enforcement Officer—rate for up to 24 hours/week

\$ 30.29 /hr.      \$ 726.96 /week

Cost of vehicle per week for 24 hours/week \$ 130.00

Code Enforcement Officer—Overtime rate in excess of 40 or 24 hours—

\$ 61.20 per hour with a minimum of 3 hours per event

Executed by: Dennis J. Giordano

(Type and/or print name of signature)

For (Company): 1800 Eller Drive, Suite 600

Address: Fort Lauderdale, Florida 33316

Telephone Number: (954) 921-7781

Will You Accept The Town of Davie Visa Procurement Card?

Please circle one Yes ☐ No ☒

Contractor shall supply the Town with a copy of their W-9 Form, the Vendor/Bidder Disclosure Form, references, Registration of Lobbying Interest Form and Insurance Information

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above <b>Calvin, Giordano &amp; Associates, Inc.</b>	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>1800 Eller Drive, Suite 600</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Fort Lauderdale, Florida 33316</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
6	5	0	0	1	3	8	6	9

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**      Signature of U.S. person ▶



Date ▶ **August 13, 2009**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**Town of Davie  
Vendor/Bidder Disclosure**

I, Dennis J. Giordano, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Calvin, Giordano & Associates, Inc.  
Address: 1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
FEIN 65-0013869  
State and date of incorporation Florida, June 27, 1985

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
Dennis J. Giordano, President;	1800 Eller Drive, Suite 600, Ft. Lauderdale, 33316	24 %
John P. Downes, Exec. V President;	1800 Eller Drive, Suite 600, Ft. Lauderdale, 33316	15 %
Shelley Eichner, V. President	1800 Eller Drive, Suite 600, Ft. Lauderdale, 33316	15 %
ESOP,	1800 Eller Drive, Suite 600, Ft. Lauderdale, 33316	46 %

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

Not Applicable

By:

Signature of Affiant

Date: August 13, 2009

Dennis J. Giordano

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 13 day of August 2009 by Dennis Giordano (he/she is personally known to me or has presented \_\_\_\_\_ as identification.



Dawn Hopkins  
Notary Public, State of Florida at Large

Dawn Hopkins  
Print or Stamp of Notary

DD 862678  
Serial Number

My Commission Expires: 02/18/13

TOWN OF DAVIE LOBBYIST'S REGISTRATION  
STATEMENT AND OATH

Registration will be annual, from October 1st to September 30th, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required. If, however, any of the information required on the registration form is new or changed (for example, a new principal, as defined by Section 2-57 of Ordinance 98-44, or a new specific subject of lobbying), the Lobbyist must then supplement or amend the registration before additional lobbying. (Ordinance 98-44, Section 2-58(d))

LOBBYIST INFORMATION (Ordinance 98-44, Section 2-58(a)(1))

Name Calvin, Giordano & Associates, Inc.

Address 1800 Eller Drive, Suite 600

(must be a physical address (e.g. not a Post Office Box) where the lobbyist resides or customarily does business)

City Fort Lauderdale

State Florida

Zip 33316

Telephone (954) 921-7781

Explain the nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediate family, has had with any Town official, or member of the immediate family of any Town official within the period of time commencing twenty-four (24) months prior to registration or January 4, 1999, whichever is later, and extending through the date of registration. (Ordinance 98-44, Section 2-58(a)(2)).

NOT APPLICABLE

Explain the nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist's immediate family, with the current or the most recent campaign of any current elected Town official, or current candidate for Town Council. (Ordinance 98-44, Section 2-58(a)(3))

NOT APPLICABLE

LOBBYIST'S PRINCIPAL(S) INFORMATION (Ordinance 98-44, Section 2-58(a)(4))

Name Calvin, Giordano & Associates, Inc.

Address 1800 Eller Drive, Suite 600

(must be a physical address (e.g. not a Post Office Box) where the principal resides or customarily does business)

City Fort Lauderdale

State Florida

Zip 33316

Telephone (954) 921-7781

Explain the general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration. If not known at time of filing, the registration must be supplemented when the matter is determined. (Ordinance 98-44, Section 2-58(a)(5))

NOT APPLICABLE

I hereby acknowledge that I have received a copy of Ordinance 98-44, concerning registration of lobbyists and acknowledge that any violation of this Ordinance shall result in penalties as stated in said Ordinance.

I hereby attest and affirm under penalty of perjury, that the facts contained herein are true and correct. Further, I understand that I am required to notify the Town Clerk, in writing, of any changes to the information contained herein and that I am required to complete a lobbyist statement for each new principal or subject matter which occurs throughout the year.

[Signature]  
Signature of Lobbyist

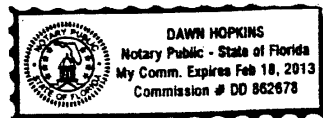
STATE OF FLORIDA )

COUNTY OF Broward ) SS:

Sworn to and subscribed before me this 13 day of August, 2009, by  
Dennis Giordano who is personally known to me or who has produce  
as identification.

My Commission expires: 02/18/13

[Signature]  
Signature of Notary



Dawn Hopkins  
Name of Notary (typed or printed)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID E1  
CALVI-2

DATE (MM/DD/YYYY)  
06/09/09

PRODUCER  
Brown & Brown of Florida, Inc.  
5900 N. Andrews Ave. #300  
P.O. Box 5727  
Ft. Lauderdale FL 33310-5727  
Phone: 954-776-2222 Fax: 954-776-4446

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Calvin, Giordano & Assoc, Inc.  
Attn: Dennis Giordano  
1800 Eller Drive #600  
Ft. Lauderdale FL 33316

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Hartford Fire Insurance Co.	19682
INSURER B	Hartford Casualty Ins. Co	29424
INSURER C	Hartford Ins. Co. of the S.E.	38261
INSURER D	American Guar & Liab Ins Co	26247
INSURER E	Zurich American Insurance Co.	16535

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	21UUNLK3645	01/01/09	01/01/10	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	Blanket Addl Insd				PERSONAL & ADV INJURY \$1,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:	21UUNLK3645	01/01/09	01/01/10	GENERAL AGGREGATE \$2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY				Emp Ben. 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
C	ALL OWNED AUTOS	21UUNLK3645	01/01/09	01/01/10	BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
D	Coll Ded \$1,000	AUC594612800	01/01/09	01/01/10	OTHER THAN AUTO ONLY: EA ACC \$
	Comp Ded: \$1,000				AGG \$
	GARAGE LIABILITY				EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$5,000,000
E	EXCESS/UMBRELLA LIABILITY	21WBNO3209	01/01/09	01/01/10	\$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	EOC66915217	08/27/08	08/27/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$1000000
	OTHER				E.L. DISEASE - POLICY LIMIT \$1000000
G	Professional Liab	RETRO 8/1/1959			Per Claim \$5,000,000
	Ded: \$150,000				Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

INFORMA

INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

SECTION 1

SECTION 2

SECTION 3



We began as M. E. Berry & Associates in 1937 and became Berry & Calvin in 1985. Twelve years later, the transformation was made to Calvin, Giordano & Associates, Inc. (CGA). From the beginning, much of our reputation was built on repeat business with clients from the public and private sectors. Our success is reflected in the quality of work we consistently provide and also in the personal approach we take with each client.

Founded in Hollywood, our main office is now in Fort Lauderdale, within Port Everglades. To better serve our growing client base, we opened a second office in West Palm Beach in 1992. Our Homestead office opened in 2004 and most recently offices opened in Orlando and Fort Pierce. Today our firm employs nearly 200 professionals who provide a broad range of services including:

- Engineering
- Construction Engineering & Inspection
- Municipal Engineering
- Transportation Planning & Traffic Engineering
- Survey & Mapping
- Planning
- Landscape Architecture & Environmental Services
- Construction Services
- Indoor Air Quality
- Data Technologies & Development
- Emergency Management
- Building Code Services
- Utility & Community Maintenance Services



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS

1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316  
Tel: 954.921.7781 • Fax: 954.921.8807 • [www.calvin-giordano.com](http://www.calvin-giordano.com)

Fort Lauderdale • West Palm Beach • Orlando • Homestead

# JAS

JAS CONSULTANTS, LLC

CONTACT & REPRESENTATIVE

MR. FADY MATTAR

800.818.3677

FADY@JASPACE.COM

HEADQUARTERS:

220 S 6<sup>th</sup> Street, Council Bluffs, IA. 51501

ILLINOIS OFFICE:

1701 Lake Avenue, Ste 365, Glenview, Illinois 60025

NEVADA OFFICE:

1512 HWY 395, Ste 7-D, Gardnerville, NV 85701

MISSOURI OFFICE:

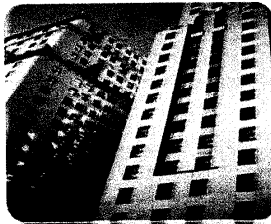
2900 Williamsburg Terrace, Ste. H104, Platte City, MO. 64079

CALIFORNIA OFFICE:

31531 Pio Pico, Temecula, CA 92592

LOS ANGELES OFFICE:

20646 Pacific Coast Highway, Malibu, CA 90265



*Our Vision at JAS Consultants is to provide the support of superior and cost effective Building and Safety services to all local government. With this Vision JAS has become an invaluable member of many departments and plays a critical role in the assistance and awareness of Life Safety Matters*





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*Municipal Consulting and Engineering Services*

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August 17, 2009

Mr. Herb Hyman, CPPQ, CPPB, FCPM, FCPA  
Procurement Manager  
Town of Davie  
Purchasing Division  
6591 Orange Drive  
Davie Florida 33314

**Re: CRA CODE ENFORCEMENT SERVICES, B-09-118**

Dear Mr. Hyman;

We appreciate the opportunity to provide our Statement of Qualifications to the Town of Davie. Throughout the years JAS Consultants has proudly delivered exceptional personnel and customer service, and we are confident that we can fulfill the requirements in these areas, with our knowledge of the scope of services.

JAS Consultants has become a leading provider of municipal consulting services throughout the Country, and concentrating on this region has allowed us to be more personal and accessible to our clients; with the addition of new offices in Platte City Missouri and Chicago Illinois area we can now show the same dedicated attention to the Midwest regions. We value and support the communities we serve and believe this is evident in our dealings and work relationships we have formed. We invite you to contact our references as we feel these are an ultimate measure of our service.

JAS Consultants provides a multitude of Building and Safety support services such as:

- |                                  |                       |
|----------------------------------|-----------------------|
| ● Building Inspection            | ● Code Enforcement    |
| ● Plan Review                    | ● Permit Technician   |
| ● Planning                       | ● Project Management  |
| ● Clerical Assistance            | ● Forensic Inspection |
| ● Full Department Administration | ● Public Works        |

Once again, JAS Consultants, Inc. is pleased at the opportunity to present our Statement of Qualifications and Proposal to Provide Services. Should there be a specific area not addressed herein, please feel free to contact me at (800) 818-3677 so that I may accommodate you accordingly.

Respectfully,

  
J. Addison Smith, President  
JAS Consultants, Inc.

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*Reno ~ Chicago ~ Omaha ~ Los Angeles ~ Kansas City*



**CONSULTANTS**

**Municipal Consulting and Engineering**

## **C O M P A N Y   P R O F I L E**

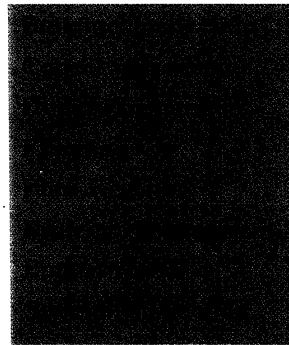
Fifteen years ago JAS Consultants, Inc. was established with one idea present in mind; provide "hands-on" superior services. JAS Consultants has since become a recognized leader in the provision of professional municipal consulting and engineering consultant services, including building inspection, plan review, code enforcement, project management, planning, and public works.

Currently JAS Consultants provides temporary and permanent staffing to many jurisdictions throughout Iowa, Missouri, Illinois, California and Nevada. While managing this diverse client base we have excelled at offering flexible services that are unique to each jurisdiction and its requirements. As a small firm, JAS Consultants is able to provide personalized service to each client, assuring full attention and the best solutions to every project.

All members of the JAS Consultants staff possess either a professional registration or certification from ICC, FACE, CALBO, ACI, ACIA, and/or other appropriate agencies. JAS Consultants personnel are required to maintain knowledge of current and changing codes and therefore are encouraged to attend meetings and classes to sustain knowledge of all current and changing codes.

JAS Consultants does not perform any design or ancillary function that might create a conflict of interest. We are a compliance-oriented firm. Safety and attention to detail are always foremost priorities at JAS Consultants.

In addition, we indemnify our clients by maintaining Two Million (\$2,000,000.00) dollars Liability Insurance, and Two Million (\$2,000,000.00) dollars Professional (Errors and Omissions) Insurance.

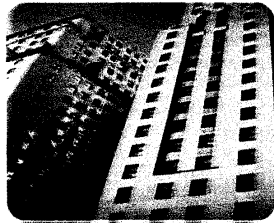


# JAS

## CONSULTANTS

Municipal Consulting and Engineering

### QUALIFICATIONS AND EXPERIENCE



JAS Consultants is comprised of many professionals offering decades of experience in Building and Safety support services. We have a proven track record of superb customer service and work hard to uphold this reputation.



**CONSULTANTS**

**Municipal Consulting and Engineering**

**KEY CORPORATE EXECUTIVES**

**Mr. J. Addison Smith**  
**President, JAS Companies, Inc.**

As President and Chief Executive Officer of JAS Companies since the firm's conception in 1993, Mr. Smith directs all functions of the firm and is personally involved with all clients.

He is the current Project Manager servicing all of the Los Angeles County contracts with JAS Pacific and supervises the delivery of all services as requested by the clients. Mr. Smith served as the Assistant Director of Community Development/Building Official for the City of Reno. He is at this time serving as the Assistant Building & Safety Director for the City of Santa Monica.

Prior to this he held positions with the City of Las Vegas and the City of Adelanto. Mr. Smith studied at the University of La Verne majoring in Business Administration.

**Mrs. Nicolle Stormon**  
**Vice President, JAS Companies, Inc.**

In the role of Vice President for JAS Companies, Mrs. Nicolle Stormon oversees all business and administration functions, including accounting and finance, risk management, and human resources. She works directly with all clients regarding these aspects throughout the contract period, and would continue to act as the primary contact to the Jurisdiction for all related matters.

In addition, Mrs. Stormon also manages the San Diego County, San Bernardino and Riverside County operations.

Prior to joining the firm in 1994, she was with a private company offering government engineering services. Mrs. Stormon majored in Business Administration at Victor Valley College.



M u n i c i p a l   C o n s u l t i n g   a n d   E n g i n e e r i n g

## K E Y   P E R S O N N E L

### **Mr. Fady Mattar, PE, CBO**

**Vice President of Engineering, JAS Companies, Inc.**

**Town of Davie Contact and Project Manager**

Mr. Fady Mattar joined JAS Companies in 2007, and brings to JAS a vast and impressive history. He began his career with the County of Los Angeles DPW in 1969; while with the County he provided them with a multitude of services and held such positions as Mechanical Engineer, Chief Plumbing & Mechanical Inspector and Supervising Mechanical Engineer. Upon his retirement he had risen to the position of Assistant Superintendent of Building. Mr. Mattar, continuing his career moved on to become Superintendent of Building & Safety of the City of Long Beach. He finished his career in the public sector at the City of Long Beach as their Community Development Director. Mr. Mattar has been honored in many ways with awards and has held several key positions within the California Building Standards Commission, as Vice Chairman, ICC, IAPMO and CALBO among others.

### **Mr. Jack Leonard, PE, CBO**

**Vice President of Building & Safety, JAS Companies, Inc.**

Mr. Jack Leonard joined the JAS Companies team in 2007 and came to us with a lengthy background. Jack has the very unique experience of managing several types and levels of Building Departments with distinctive qualities and needs. His career commenced in the private design field over twenty years ago as an assistant engineer and quickly evolved to Design Engineer. Mr. Leonard joined the public sector in 1989 with the City of Bakersfield; he retired from the City of Bakersfield with over sixteen years of service and the title of Building Director. Upon his retirement JAS Pacific was delighted to accept Jack into the JAS family as Building Official in the City of Hermosa Beach. With the City he managed a staff of six individuals for this small and distinctive jurisdiction. Mr. Leonard currently holds the position of Building and Safety Director for the City of Santa Monica; with this jurisdiction he manages a staff of over sixty with exceptionally distinctive requirements.

### **Mr. Steve Ikkanda, PE**

**Vice President of Research & Code Development, JAS Companies, Inc.**

Mr. Steve Ikkanda has recently joined JAS Companies, and accepted the position of Vice President of Research and Code Development. He comes to JAS Pacific from ICC as a Senior Staff Engineer. Retiring with thirty years Mr. Ikkanda worked with the City of Los Angeles as a Structural Engineer. Steve has also served as the ICC Los Angeles Basin President and Treasurer.

### **Mr. Darin Whatcott, RA**

**Building Official**

**Midwest Area Manager, JAS Companies, Inc.**

Mr. Darin Whatcott is currently assigned to our Iowa office; he brings to the JAS Companies over fifteen years of Building & Safety experience, including twelve years as Building Official. He began with JAS as the Building & Safety Director for Reno Nevada before being transferred to the corporate office. August of 2007 saw Darin being promoted and is currently serving as the Building Official and Structural Plans Examiner for JAS Consultants for the State of Iowa.



Municipal Consulting and Engineering

## CURRENT PROJECTS

JAS Consultants operates with a focus on meeting the municipal staffing needs of the public sector in an efficient manner. Providing the appropriate personnel to meet the requirements of each project and each jurisdiction is the primary goal. JAS Consultants does not perform any design or ancillary function that might create a conflict of interest as we are a dedicated to public services. We are a compliance-oriented firm.

**POTTAWATTAMIE COUNTY, IOWA  
BUILDING AND SAFETY DEPARTMENT**

**Full Department Administration**

**Project Duration: July 2007 - Current**

JAS Consultants is pleased be providing full administration including Clerical, Permit Technician, Building Inspection, Plan Review and Building Official to the citizens of Pottawattamie County. Pottawattamie County initiating their Building & Safety services to their citizens in June 2007 and we are proud to be partnering with the County on this historic venture.

**MILLS COUNTY, IOWA  
BUILDING AND SAFETY DEPARTMENT**

**Full Department Administration**

**Project Duration: September 2007 - Current**

JAS Consultants is pleased be providing full administration including Clerical, Permit Technician, Building Inspection, Plan Review and Building Official to the citizens of Mills County. JAS Consultants is providing Code Adoption and Code Enforcement as well. This is the first time Mills County has provided these services and JAS Consultants is proud to be the chosen consultant.

**CITY OF ATLANTIC, IOWA  
BUILDING AND SAFETY DEPARTMENT**

**Full Department Administration**

**Project Duration: September 2007 - Current**

JAS Consultants is pleased be providing full administration including Clerical, Permit Technician, Building Inspection, Plan Review and Building Official to the City of Atlantic. JAS Consultants is operating within the City Hall and is providing onsite services for the citizens of the City of Atlantic. JAS Consultants is working the fire and police Departments to provide code enforcement services within the city limits.

**COUNCIL BLUFFS, IOWA  
BUILDING AND SAFETY DEPARTMENT**

**Senior Project Inspection, Plan Review**

**Project Duration: January 2007 - July 2008**

JAS Consultants provided structural, electrical, mechanical, plumbing and grading plan review to the Mid-American Power Plant. JAS Consultants also provided Quality Control Inspection for all aspects of the Power Plant, a clean coal burning power plant which will meet the strictest EPA and Green standards.



**CONSULTANTS**

**Municipal Consulting and Engineering**

## **C U R R E N T   P R O J E C T S**

### **CITY OF UNDERWOOD, IOWA BUILDING AND SAFETY DEPARTMENT**

**Full Department Administration**

**Project Duration: September 2007 - Current**

JAS Consultants provides JAS Consultants is pleased be providing full administration including Clerical, Permit Technician, Building Inspection, Plan Review and Building Official. JAS Consultants as well provides special inspection of their new ultra modern and energy efficient school project.

### **PLATTE COUNTY, MISSOURI BUILDING AND SAFETY DEPARTMENT**

**Senior Project Inspection, Plan Review**

**Project Duration: October 2006 - Current**

JAS Consultants is providing structural, electrical, mechanical, plumbing and grading plan review the latan Power Plant. JAS Consultants is also providing Compliance Inspection for aspects of the Power Plant, a clean coal burning power plant which will meet the strictest EPA and Green standards. The Project is scheduled to continue into 2013.

### **VILLAGE OF GLENVIEW, ILLINOIS BUILDING AND SAFETY DEPARTMENT PROJECT INSPECTOR**

**Project Duration: June 2009 - Current**

JAS Consultants is pleased to be soon providing the Village of Glenview with Building and Plumbing inspectors of their new proposed projects. We are just beginning our partnership with the Village of Glenview and look forward to providing them with all their Building & Safety needs.

### **STATE OF NEVADA BUILDING AND SAFETY DEPARTMENT Plan Review**

**Project Duration: August 2006 - Current**

JAS Consultants is currently providing plan review for large-scale projects for the State of Nevada, including new construction of public schools.

### **CITY OF RENO, NEVADA COMMUNITY DEVELOPMENT DEPARTMENT Full Department Administration**

**Project Duration: April 2006 - April 2007**

JAS Pacific was contracted to fulfill the positions of Building & Safety Manager and Supervising Building Inspector in the modernization of the City of Reno' Building & Safety Division. Our Administrators took their division and wholly renovated their ailing Division. We established and implemented contemporary ideals and standards; adopted the current building code and offered their citizens and business investors a properly and fully functioning Building & Safety Department.



**CONSULTANTS**

**Municipal Consulting and Engineering**

## **C U R R E N T   P R O J E C T S**

### **CITY OF CARSON CITY, NEVADA BUILDING AND SAFETY DEPARTMENT Plan Review**

**Project Duration: September 2006 - Current**

JAS Consultants maintains a part-time and as-needed Plans Examiner to the City of Carson City. We as well conduct out-source plan check for large scale projects.

### **LOS ANGELES COUNTY, CALIFORNIA PUBLIC WORKS DEPARTMENT/ BUILDING AND SAFETY DIVISION Building Inspection, Code Enforcement, Permit Technician, Deputy Building Official**

**Project Duration: December 2000 - Current**

JAS Consultants has provided staffing services to the Los Angeles County Public Works Department for nearly eight years on an as-needed basis. JAS Consultants Building Inspectors, Permit Technicians, Code Enforcement Officers, and Plan Examiners are at present positioned all over the Los Angeles County area. The Los Angeles County Inspection Staff maintains certifications issued by ICC, in addition to certifications issued by IAPMO, DSA and Contractors License Board. JAS Consultants thoroughly enjoys working with all the County staff.

### **CITY OF DESERT HOT SPRINGS, CALIFORNIA COMMUNITY DEVELOPMENT DEPARTMENT**

**Code Enforcement Administration**

**Project Duration: April 2006 - Current**

JAS Consultants was contracted to fulfill the administration of the Building & Safety Division. Currently JAS maintains five full time staff members on-site within the Building and Code Enforcement divisions.

### **CITY OF SANTA MONICA, CALIFORNIA BUILDING AND SAFETY DEPARTMENT Interim Building Official, Deputy Building Official, Building Inspection, Code Enforcement, Plan Review, Permit Technician, Clerical**

**Project Duration: September 1999 - Current**

JAS Consultants has been fulfilling the service needs of the City of Santa Monica Building and Safety Department in the areas of building inspection, code enforcement, plan check and permit technician services for over seven years on a full-time basis. Competent and well experienced staff members educated in the Building Codes and Code Enforcement laws work in conjunction with all other City departments to sustain a well run city.





**CONSULTANTS**

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## **C U R R E N T   P R O J E C T S**

### **COUNTY OF SANTA BARBARA, CALIFORNIA BUILDING AND SAFETY DEPARTMENT**

**Plan Review, Building Inspection**

**Project Duration: December 2004 - Current**

JAS Consultants maintains full-time Plan Review services to the County of Santa Barbara for several years. We as well have provided Building Inspection services to the County on on-call basis.

### **CITY OF GUADALUPE, CALIFORNIA BUILDING AND SAFETY DEPARTMENT**

**Building and Safety Administration**

**Project Duration: June 2004 - Current**

JAS Consultants is assisting the Building and Safety Department under the guidance of the Fire Chief, this includes Building Administration, Building Inspection, Plan Check and Permit Technician. JAS Consultants duties are to service the department and represent the City at the ICC Central Coast Chapter.

### **CITY OF BEVERLY HILLS, CALIFORNIA BUILDING & SAFETY DEPARTMENT**

**Plan Review, Permit Technician**

**Project Duration: October 2006 - Current**

JAS Consultants is providing Plans Review services to the City of Beverly Hills. We enjoy working with the City and hope to fulfill all their Building and Safety needs.

### **SAN LUIS OBISPO COUNTY, CALIFORNIA BUILDING AND SAFETY DEPARTMENT**

**Plan Review, Building Inspection**

**Project Duration: May 2005 - Current**

JAS Consultants began our relationship with the County of San Luis Obispo in early 2005; and we look forward to a long and helpful association.

### **CITY OF GROVER BEACH, CALIFORNIA COMMUNITY DEVELOPMENT DEPARTMENT**

**Building Official, Building Inspection, Plan Review, Code Enforcement**

**Project Duration: April 2003 - Current**

JAS Consultants provides full-time Building Official, Building Inspection and Plan Review services to support the Community Development Department of the City of Grover Beach.



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## **C L I E N T   R E F E R E N C E**

We are proud of our history of service and the strong relationships we have forged over the past decade, and encourage you to contact any of our current and past clients for references

### **CITY OF UNDERWOOD**

Contact: Kelly Groskurth  
City Clerk  
(712) 566-2373

### **POTTAWATTAMIE COUNTY**

Contact: Kay Mocha  
Planning & Development Director  
(712) 328-5851

### **CITY OF SANTA MONICA**

Contact: Eileen Fogarty  
Community Development Director  
(310) 458-8355

### **CITY OF LA QUINTA**

Contact: Greg Butler  
Deputy Building Official  
(760) 777-7015

### **STATE OF NEVADA**

Public Works Board  
Contact: Dennis Nolan  
(775) 684-4135

### **CITY OF HERMOSA BEACH**

Contact: Ken Robertson  
Director of Community Development  
(310) 318-0239

### **CITY OF HESPERIA**

Contact: Tom Harp  
Director of Community Development  
(760) 947-1300

### **CITY OF COUNCIL BLUFFS**

Contact: Dan Woellhof  
Building Official  
(712) 328-4629

### **PLATTE COUNTY**

Contact: Daniel Erickson  
Building Official  
(816) 858-3338

### **COUNTY OF LOS ANGELES**

Contact: Raj Patel  
Building & Safety Supervisor  
(626) 458-3164

### **CITY OF CARSON CITY**

Contact: Kevin Gattis, CBO  
Chief Building Official  
(775) 887-2310

### **CITY OF BEVERLY HILLS**

Contact: George Chavez  
Building & Safety Director  
(310) 285-1141

### **CITY OF LANCASTER**

Contact: Robert Neal  
Building Official  
(805) 723-6150

### **SANTA BARBARA COUNTY**

Contact: Mark Matson  
Deputy Building Official  
(805) 896-9851

# JAS

## CONSULTANTS

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### STANDARD SERVICES



JAS Consultants is a small firm; this allows JAS to be personal with each client, assuring each Department that they are receiving the best service. Each staffing request is processed in an efficient manner, thoroughly reviewed, and assigned a qualified professional meeting the requirements of each project.



**CONSULTANTS**

**M u n i c i p a l   C o n s u l t i n g   a n d   E n g i n e e r i n g**

## **S T A N D A R D   S E R V I C E S**

We would like to begin by thanking the Town of Davie for the opportunity to present our firm to you. We are confident that we can provide these services with the utmost professionalism and expertise.

### **STANDARD SERVICES**

JAS Consultants is able to meet all requirements as described in the scope of services without the participation of additional consultants or sub-consultants.

The Town of Davie shall not incur additional costs for project management, administration of labor and/or accounting with JAS Consultants. All fees documented will represent the provision of qualified consultants on an accepted fee schedule and as-needed basis.

JAS Consultants can accommodate individual construction projects when the clients request an on-site resident inspector: as well as the provision of Part-Time and On-Call Professionals.

### **TOWN OF DAVIE SERVICE REQUEST**

All requests for services should be directed to Mr. Fady Mattar, JAS Companies Vice President of Engineering. Fady will be the primary account liaison dedicated to providing suitable candidates for selection, reviewing progress and performance, and communication with the Town of Davie relating to these issues. Mr. Addison Smith, JAS President will also be fully available to ensure complete satisfaction in all aspects of service, as well has excellent support staff to aid in providing thorough and prompt response to all inquiries.

Capable management and administrative personnel are also available to assist when needed. Mrs. Nicolle Stormon oversees all financial aspects and risk management functions and should be contacted in regards to these matters.



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## STANDARD SERVICES

### STAFF

JAS Consultants is proud to offer a team of professionals selected for their excellent qualifications, extensive experience, and commitment to service. All members of the JAS Consultants staff possess either a professional registration, certification or membership from ICC, CALBO, ACI, ACIA, FACE and CACEO and/or other appropriate agencies. JAS Consultants personnel are required to maintain knowledge of current and changing codes and therefore are encouraged to attend meetings and classes to sustain knowledge of all current and changing codes. In addition, the recent increase of our in-house staff ensures that all account administration requirements are met and the interests of our staff and the Town of Davie are maintained.

### EDUCATION

All members of JAS Consultants staff are required to maintain current and valid certifications while actively employed, and continuing education is encouraged in all pertinent fields. Inspectors, Examiners, Officers and Technicians will be afforded the funds and the opportunity to maintain their current certifications and to achieve further licenses and certifications. CEU requirements will be met by all staff and JAS Consultants will provide this for all workforce, all personnel performing New Construction and Rehab Construction will be certified as under the law AB717. In addition, JAS Consultants maintains an up-to-date selection of in-house education materials and training sessions available to all staff members. JAS Consultants consistently monitors certification requirements and the status of all staff members on a calendar and/or as-needed basis.

### BENEFITS

JAS Consultants provides an excellent benefits package to encourage loyalty, reliability and dependability. We maintain health benefits, 401k retirement program, dental and vision insurance, supplemental disability insurance, and accident and life insurance packages including cancer liabilities. Education benefits are in place to make it possible for all staff members to receive industry necessary and/or related training, meet CEU requirements, and to be reimbursed for certification fees, certification renewals and seminars. Staff members are eligible for a set amount of paid holidays and vacation time after an established period of employment.



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**M u n i c i p a l   C o n s u l t i n g   a n d   E n g i n e e r i n g**

## **S U P P O R T   S E R V I C E S**

### **METHODOLGY**

Upon reaching an agreement to provide Code Enforcement Staffing services to the Town of Davie we shall have resumes for review and those professionals able for an interview. JAS Consultants retains hundreds of resumes of professionals at all times with a diverse range of qualifications available to fulfill the Town's service needs, and may be in place within one week of initial request. All new placements will be accompanied by a member of the project management team on the introductory day to ensure compatibility of the assignment.

The Town of Davie assigned Code Enforcement Officers will be supported by the extensive JAS Consultants Building & Safety team. Registered Engineers, Registered Architects, Certified Building Officials, Certified Master Code Officials, Certified Plans Examiners, Certified Building Inspectors, Certified Code Enforcement Officers and Certified Permit Technicians make up our diverse and knowledgeable team.

In addition the JAS Consultants team maintains memberships in ICC, CALBO, FACE and CACEO chapters throughout our services areas; with several staff members serving on key committees and boards within all four organizations. With this network in place, our Building Officials, Inspectors, Examiners and Technicians have an extensive set of connections to answer and solve any complex issues or concerns that may arise. The Town of Davie can remain confident that any issues will be handled with the most up to date FACE Laws information and knowledge.

JAS Consultants is able to meet all requirements as described in the scope of services without the participation of additional consultants or sub-consultants.

The Town of Davie shall not incur additional costs for project management, administration of labor and/or accounting with JAS Consultants. All fees documented will represent the provision of qualified consultants on an hourly, as-needed basis.

Transportation shall be provided for our officers when vehicles are not available.



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## **W O R K P L A N**

### **CODE ENFORCEMENT SERVICES**

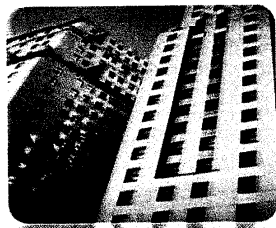
- Maintain and improve the quality of life and appearance in our communities by establishing, implementing and regulating effective policies and procedures.
- Uphold the preservation of Health, Safety and Welfare of the public.
- Inspect properties for compliance with State Housing Law maintenance requirements, including light, ventilation and occupancy requirements.
- Prepare and serve notices of violations, abatement orders, citations, corrections and stop work orders on land use regulations, housing quality, and property maintenance.
- Prepare reports and cases for criminal prosecution and testify in court.
- Prepare and maintain written and photographic records.
- Perform inspections to ensure compliance with conditions of planning approvals.
- Inspect signage for compliance with conditions of approval from the Architectural Review Board and Planning Department.
- Ensure the municipal provisions governing existing signage; prohibited signs, temporary signs, and other specific sign types are followed.
- Maintain positive public contact through education regarding neighborhood preservation and improvement.
- Inspect properties for approved use and various conditions to determine if structures are permitted.
- Identify and target blighted areas within our communities with enforcement efforts prior to them becoming a blemish in the community.
- Establish effective prosecution efforts for repeat violators.
- Introduce effective ways to provide thorough documentation and reports for all investigations.
- Establish professional working relationships with all affected Town Departments to streamline enforcement efforts.

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### MISCELLANEOUS PROVISIONS



As an industry leader, JAS Consultants complies with the regulations and certifications issued by the appropriate agencies and conducts its relationships employing fair business principles. All staff members are encouraged to uphold these values while representing JAS Consultants.





**CONSULTANTS**

**M u n i c i p a l   C o n s u l t i n g   a n d   E n g i n e e r i n g**

## **M I S C E L L A N E O U S   P R O V I S I O N S**

JAS Consultants acknowledges the receipt of the Terms, Condition and all Orders and Purchase Orders and formally accepts these Terms and Conditions.

JAS Consultants complies with all State and Federal Labor Laws including those applicable to Disadvantaged and Equal Employment Opportunity provisions.

JAS Consultants is an equal opportunity employer and agrees not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of consultant under the proposed agreement on the basis of race, color, religion, national origin, ancestry, sex or age.

JAS Consultants agrees to indemnify, defend and hold Client harmless from any and all which result directly and indirectly from the wrongful or negligent actions of liability or loss, resulting from any suits, claims or actions brought against the Client, which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the services provided.

JAS Consultants agrees to provide all proper insurance and worker's compensation insurance for consultants, employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of injury, disability or death of any consultants, employees or agents.

JAS Consultants agrees to have Client added to insurance coverage, as an additionally named insured. The insurance coverage shall include a provision prohibiting any amendments to the coverage, or cancellation of the coverage, without thirty-(30) days prior written notice being given to the Client.

At the time of execution of contract, and throughout the term of the contract, JAS Consultants agrees to carry General Liability, Professional Liability and Automobile Liability Insurance. Such insurance shall be procured from an insurer authorized to do business in the State of California and approved in writing by the Client.

This proposal and all documents referred to in the specifications and service agreement to be entered into between JAS Consultants and the Client, and all the modifications of said Client documents, shall be construed together as the final agreement between JAS Consultants and the Client. JAS Consultants shall not assign, transfer, convey or otherwise dispose of contract, or his rights, title or interest in or to the same without the previous written consent of the Client.

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### SCHEDULE OF FEES



Our clients appreciate our consistent attention to budget parameters and our capability to provide the services needed within these constraints. Our services and fees are adapted to each jurisdiction as each jurisdiction is unique in its requirements.



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## **SCHEDULE OF FEES**

JAS Consultants is pleased to provide the following Fee Schedule for Code Enforcement Support services for your review. For Support Staff overtime hours JAS Consultants shall receive time and half.

### **SUPPORT STAFF**

#### **FORTY HOURS PER WEEK**

Code Enforcement Officer	\$50.00 per hour
Weekly Auto Fee	\$125.00 per week

#### **TWENTY FOUR HOURS PER WEEK**

Code Enforcement Officer	\$47.00 per hour
Weekly Auto Fee	\$45.00 per week